

ARTICLE 20 MAINTENANCE OF MEMBERSHIP

- 20.1 Except as otherwise provided herein, each employee who on March 17, 2002, is a member in good standing of the Organization shall thereafter, as a condition of employment, maintain such membership for the duration of this Agreement, to the extent of paying the periodic dues uniformly required by the Organization as a condition of retaining membership.
- 20.2 Any employee who, on March 17, 2002, is not a member of the Organization, nor any person who becomes an employee after March 17, 2002, shall not be required to become a member as a condition of employment. Any such employee who thereafter becomes a member of the Organization shall thereafter maintain such membership for the duration of the Agreement except as otherwise provided herein.
- 20.3 Any employee who, on March 17, 2002, was a member of the Organization and any employee who subsequently becomes a member may, during the month of March 2005, resign such membership and thereafter shall not be required to join as a condition of employment. Resignations shall be in writing addressed to the City's Municipal Employee Relations Officer with a copy to the Organization.
- 20.4 The Organization shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of the application of or implementation of the provisions of this Article.

ARTICLE 21 AUTHORIZED REPRESENTATIVES

- 21.1 For purposes of administering the terms and provisions of the various ordinances, resolutions, rules and regulations adopted pursuant to this Memorandum of Agreement:
- 21.1.1 Management's principal authorized agent shall be the Municipal Employee Relations Officer, or his/her duly authorized representative except where a particular Management representative is otherwise designated.
- 21.1.2 The employee Organization's principal authorized agent shall be the Business Manager, or his/her duly authorized representative.

ARTICLE 22 SEPARABILITY

Notwithstanding any other provisions of this Agreement to the contrary, in the event that any Article, or subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction, or by any applicable State or Federal law or regulation, or should a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

ARTICLE 23 BEREAVEMENT LEAVE

- 23.1 Each full-time employee shall be granted Bereavement Leave with full pay for up to 40 work hours to attend to the customary obligations arising from the death of any of the

following relatives of such employee or employee's spouse or employee's domestic partner. All leave must be used within 14 calendar days following the death of an eligible person. Under extreme circumstances, the 14 day requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations shall be final, with no process for further appeal:

- a) Parent/Step-parent
- b) Spouse
- c) Child/Step-child
- d) Brother/Sister/Step-brother/Step-sister/Half-brother/Half-sister
- e) Grandparent/Step-grandparent
- f) Great grandparent/Step-great grandparent
- g) Grandchild
- h) Brother/Sister-in law/Son/Daughter-in-law

23.1.1 A domestic partner, as referenced in Section 23.1 must be the domestic partner registered with the Department of Employee Services.

23.2 Anything hereinabove to the contrary notwithstanding, no such employee shall be granted Bereavement leave in the event of the death of any of the above relatives, if such employee is not scheduled to work when such bereavement leave is required.

ARTICLE 24 RETIREMENT

24.1 Current retirement benefits will continue during the term of this Agreement, except as described herein, and shall be set forth in the Municipal Code.

24.1.1 If an employee receives a service-connected disability retirement, pursuant to an application for such retirement made on or after July 13, 1986, the retirement benefit will be offset by subsequent workers' compensation payments except for survivorship benefits and permanent disability payments for retirees receiving a 100% permanent disability rating.

24.1.2 Administrative cost of the Federated Retirement System, including staff salaries and indirect labor costs, are to be paid from the retirement fund. Costs to the fund for staff salaries and indirect labor costs shall not exceed 0.10% of assets in the fund per year.

ARTICLE 25 CATASTROPHIC ILLNESS/INJURY TIME DONATION

25.1 Policy Statement This provision is designed to assist an employee who has exhausted paid leave time due to a critical medical condition of the employee or an eligible family member. This provision allows other employees to donate leave in accordance with the following terms so an employee may continue in a paid status with the City for a longer period of time.

25.2 Definitions For purposes of this article the following definitions shall be used.

25.2.1 Eligible Employee. A full or part-time benefited employee.

25.2.2 Eligible Family Member. 1) A legal spouse. 2) A person under 18 years of age, or a person incapable of self-care because of a physical or mental disability who